

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
VICTORIA DIVISION

JASON R. SEARCY, CHAPTER 7 §  
TRUSTEE FOR THE BANKRUPTCY §  
ESTATE OF RINCON ISLAND LIMITED §  
LIMITED PARTNERSHIP §  
§  
V. § ADV. NO. 18-06009  
§  
BERRY PETROLEUM COMPANY, LLC, §  
CALIFORNIA STATE LANDS §  
COMMISSION, SOCORRO CAPITAL, LLC, §  
TORCH OPERATING COMPANY, AND §  
TORCH ENERGY FINANCE FUND §  
LIMITED PARTNERSHIP-I, AND TORCH §  
ENERGY FINANCE COMPANY §

## **WAIVER OF SERVICE OF SUMMONS**

To: Torch Operating Company, c/o Roland E. Sledge, 1300 Main, Ste. 1520, Houston, Texas 77002.

I acknowledge receipt of your request that I waive service of a summons in the action stated above, which was filed in the United States Bankruptcy Court for the Southern District of Texas. I have also received a copy of the complaint in the above action, two copies of this Instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Federal Rule of Bankruptcy Procedure 7004 and/or Federal Rule of Civil Procedure 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the Court except for objections based on the defect in the summons or in the service of summons.

I understand that I, or the entity I represent, must file and serve an answer or a motion under rule 12 within 60 days from August 1, 2018, the date this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

8/7/18  
Date *[Signature]*  
Signature *ROLAND E SHEDGE*  
Printed/Typed Name *TORCH OPERATING COMPANY*  
For Defendant

#### **Duty to Avoid Unnecessary Expenses of Serving a Summons**

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

“Good cause” does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant’s property. If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.